

Letter Contract No. 30-57 USAF
28 August 1956

Lockheed Aircraft Corporation
Burbank, California

SAPC-9147
Copy 3 of 6

Gentlemen:

1. An order is hereby placed with you, effective 15 July 1956, to furnish to the Government through 30 June 1957, pursuant to instructions of the Contracting Officer hereunder, the following services:

- 25X1 (a) Recruit, train, and supply services of approximately ☐ 25X1 Technical Representatives to provide technical assistance to the Government respecting the maintenance of the U-2 aircraft.
- 25X1 (b) Conduct familiarization training of approximately ☐ 25X1 Government personnel representing maintenance of U-2 aircraft, (in approximately 10 classes commencing about August 1956 and completing about April 1957). 25X1
- 25X1 (c) Supply services of approximately ☐ 25X1 Contractor Technicians to render warehouse assistance for approximately five (5) months. Said services shall be made available to the Government and shall be performed by such Technicians at a place (or places) inside the continental limits of the United States as designated by the Government including a place (or places) outside the continental limits of the United States for the services covered by paragraph (a) above.

The services to be performed hereunder by the Contractor and by the Contractor's personnel contracted for hereunder, the conditions under which such services are to be performed, the number and types of personnel to be furnished by the Contractor hereunder, the basic rates of pay applicable to performance of such services by the Contractor's personnel, and the nature of other direct costs, and the provisions for indirect costs, are hereby agreed to be those (i) made known to Contractor's representatives by representatives of the Government and recorded in correspondence and tentative agreements between the parties hereto with respect to requirements of the Government for such services and (ii) made known to the Government by the Contractor with respect to estimates of direct costs and indirect costs applicable hereunder and recorded in correspondence and tentative agreements between the parties hereto with respect to probable costs of such services.

2. Except as otherwise expressly provided to the contrary herein, you are directed, upon your acceptance of this order, to proceed immediately to prepare the necessary materials and supplies and to process and assign the necessary qualified personnel, and to do all other things necessary to expeditiously and promptly make available to the Government, at the time and place (or places) designated, the services of the qualified technicians and other personnel contracted for hereunder.

3. By your acceptance hereof, you undertake without delay to proceed to negotiate a definitive contract with the Government in accordance with the discussions which may have heretofore taken place, the terms and conditions of which may or may not be at variance with the provisions of this order. It is expected that we can reach agreement on such a definitive contract by approximately 15 October 1956. The failure of either party not to do so by that date will not in any way effect performance hereunder. The Contractor shall prepare a further detailed explanation of the existing proposal and submit such other information as may be needed to enable the parties hereto to negotiate a definitive contract.

4. You are not authorized to expend or obligate in furtherance of your performance hereunder more than 25X1

5. The definitive contract contemplated hereunder is a Government fiscal year service type contract providing for (i) a fixed man-month rate for services rendered hereunder, with a separate man-month rate to be negotiated for each classification of services involved and a fixed price for the training program, or (ii) a tentative price for the training program, but subject to price readjustment, particularly with reference to support items such as supplies, design and construction of training aids etc. Such readjustment to be conducted during the life of the contract work as feasible or appropriate. Pending the negotiation of a definitive contract, the Contractor will for purposes of progress payments, submit costs based on the salary rates, indirect costs, and other direct costs as submitted in the Contractor's proposal of 23 July 1956.

6. Pending the execution of a definitive contract, any termination by the Government will be governed by the standard termination provisions of the Armed Services Procurement Regulations as modified by security requirements and the particular circumstances of this order.

7. The Government shall have the option of renewing this Letter Contract, or subsequent definitive contract, for the period 1 July 1957 to 30 June 1958, subject to the availability of funds for this purpose for the fiscal year 1958.

8. Progress payments will be made as the services are rendered upon the presentation of invoices showing the costs incurred and chargeable to this Letter Contract. Such invoices shall not be presented more frequently than once each month, unless more frequent presentation is approved by the Contracting Officer. Such progress payments shall be made to the extent of ninety (90) percent of the amount of such invoices. The aggregate amount of progress payments made to you hereunder shall not exceed 25X1 If the Government shall make any progress payments to you hereunder, the title to all materials, parts, assemblies, subassemblies, supplies, equipment, and all other property, theretofore or thereafter purchased, constructed or otherwise acquired by you for the performance of the Letter Contract, shall automatically pass to and vest in the Government. Such passage and vesting of title shall neither impair any rights of the Government hereunder, nor relieve you of any of your obligations nor deprive you of any of your rights hereunder.

9. It is contemplated that this order will be governed by standard clauses utilized in other contracts between your company and the Government. Public policy provisions required by law, regulation, or executive order will similarly apply. Exceptions thereto, to the extent required by the security considerations of the work being performed hereunder and the program to which it relates, may be made, as necessary.

10. The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the existence of this contract or the department of the Government sponsoring this contract and the work thereunder to any person or to any department of the Government without the express consent of the Contracting Officer hereunder or his duly authorized representative for security matters.

11. Title to all Government furnished property shall remain in the Government and shall be so identified while in the possession of the Contractor, as directed by the Contracting Officer.

12. You will report to the Government at periodic intervals as to the progress being made hereunder.

13. Upon signature by you and return of the original and one copy of this letter, it will constitute a contract on the terms set forth herein. Only one copy will be retained in your files under such security conditions as the Government may impose. Copies will not be made without the Government's permission.

THE UNITED STATES OF AMERICA

25X1

By

Contracting Officer

ACCEPTED FOR:

25X1

25X1

LOCKHEED AIRCRAFT CORPORATION

Distribution:

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Date October 15, 1956

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